

Office is located in IRVINE, CA, 92612 - 0000, USA, which makes the two parties' citizens of different states and the amount *in controversy* exceeds \$75,000. Specifically, Dora L. Adkins resides in Fairfax County with a mailing address of P.O. Box 3825, Merrifield, VA 22116 and the Defendant, Fitness International, LLC.'s Principal Office is located at 3161 MICHELSON DR., STE. 600, IRVINE, CA, 92612 - 0000, USA. (EXHIBIT #1: See, Copy of Business Entity Details for Fitness International, LLC., Proof of Diversity). The Diversity of citizenship between the Plaintiff, Dora L. Adkins and the Defendant, Fitness International, LLC is completely different; as well as the amount *in controversy* is for \$350,000 Dollars and this Honorable Court holds jurisdiction over the Complaint.

Plaintiff is asking for in Count #1: Intentional Infliction of Emotional Distress – THREE-HUNDRED-MILLION DOLLARS; and a Claim for Punitive Damages – THREE-HUNDRED- MILLION DOLLARS, a total of SIX-HUNDRED–MILLION DOLLARS (600-MILLION DOLLARS). The *in-controversy* amount for Punitive Damages is \$350,000. As a matter of law, Plaintiff established she has suffered an extreme & debilitating injury of emotional distress damages that satisfy the \$75,000 amount *in controversy* limit. Virginia cap on punitive damages. ... Virginia statute § 8.01-38.1 places a cap of \$350,000 on punitive damages courts may award

to punish wrongdoers. Plaintiff will use the Virginia cap on punitive damages to meet the \$75,000 requirement for the amount *in controversy* limit.

INTRODUCTION TO PRIMA FACIE CASE:

1. Plaintiff entered into a Contract with the Defendant, Fitness International LLC., on August 13, 2021. Plaintiff have been going to the following four LA/Fitness gyms since August 2021 and/or Year and a Half, when not staying in a hotel. (**EXHIBIT #2**: See, Copy of Plaintiff's Contract with Defendant, Fitness International LLC).

LA/Fitness - Herndon, VA

Located in: Herndon Centre

Address: 494 Elden St, Herndon, VA 20170

Phone: (571) 500-5730

LA/Fitness - Arlington, VA

Located in: National Gateway

Address: 3550 S Clark St, Arlington, VA 22202

Phone: (703) 229-1504

LA/Fitness - Springfield, VA

Located in: Springfield Town Center

Address: 6565 SPRINGFIELD MALL, Springfield, VA 22150

Phone: (703) 682-2861

LA/Fitness - Alexandria, VA

Located in: Plaza at Landmark

Address: 6200 Little River Turnpike, Alexandria, VA 22312

Phone: (703) 637-2204

2. Plaintiff started using the LA/Fitness gym in August 2021, for a

shower ONLY when Plaintiff was not living in a hotel because Plaintiff have been Homeless since starting in the Year 2005.

3. In the month of September 2022, Plaintiff mostly used the L/A/Fitness gym located in Herndon, VA because this particular LA/Fitness gym is the newest out of the four gyms located in Northern VA. Plaintiff's vehicle was sprayed with chemical poisoning three-times in September 2022 after Plaintiff saw an employee for the LA/ Fitness gym park his vehicle not far from where Plaintiff parked Plaintiff's vehicle. Plaintiff carefully chose the parking area to prevent Plaintiff's vehicle from becoming damaged from door dents, scratches, and etc., from other vehicles.

PRIMA FACIE CASE:

FACTS OF THE COMPLAINT:

4. It is a fact that Plaintiff's vehicle became sprayed with a chemical poisoning while parked at the L/A/Fitness gym located in Herndon, VA because Plaintiff cleaned the windows on the vehicle 4-8 times per-day and one of the times is just before going to the LA/Fitness gym located in Herndon, VA for a daily shower..

5. It is a fact that that Plaintiff's vehicle became sprayed with chemical

poisoning because Plaintiff immediately became ill after re-entering Plaintiff's vehicle with an extreme and debilitating migraine headache after taking a shower.

6. It is a fact that Plaintiff immediately took Plaintiff's vehicle to Embassy Autowash located at 20900 Pidgeon Hill Drive, Herndon, VA 20170; phone number 703-444-0862. The Manager for Embassy Autowash carefully examined Plaintiff's vehicle and found the chemical poisoning all over Plaintiff's vehicle including all of the windows; the sunroof; the hood; and/or all paint surfaces of Plaintiff's vehicle. The Manager of Embassy Autowash agreed to wash Plaintiff's vehicle costing \$30.00 for no charge to Plaintiff. The Manager explained to Plaintiff that the car wash would not remove the stains left from the chemicals as well as that not even buffing the paint surfaces would remove the chemical poisoning substances from Plaintiff's vehicle. Plaintiff's vehicle was washed by Embassy Autowash and just as the Manager had informed the Plaintiff the stains were not removed but the smell of the chemicals already inside Plaintiff's vehicle and back on the Plaintiff even though Plaintiff just showered were washed away from the exterior of the vehicle and the smell of chemicals were diminished **BUT REMAIN BECAUSE THE CHEMICAL POSIONING SUBSTANCE IS IN**

THE LEATHER SEATS OF PLAINTIFF'S VEHICLE AND/OR HAS SETTLED ON EVERYTHING INSIDE PLAINTIFF'S VEHICLE.

7. It is a fact that Plaintiff's vehicle was sprayed a second time with a chemical poisoning while parked at the LA/Fitness gym located in Herndon, VA. Plaintiff's contact with the chemical poisoning immediately made the Plaintiff ill. Plaintiff went to the Mr Wash Car Wash located at 101 N Glebe Rd, Arlington, VA 22203; whereby, Plaintiff previously had a cash wash membership with Mr Wash Car Wash. A manager for Mr. Wash Car Wash agreed to wash Plaintiff's vehicle costing \$30.00 at no charge to the Plaintiff.

8. Plaintiff's vehicle was sprayed a third time with chemical poisoning while parked at the LA/Fitness gym located in Herndon, VA with an unknown chemical poisoning substance. The Manager for Mr Wash Car Wash located at 420 S Van Dorn St, Alexandria, VA 22304; Phone: (703) 751-4138; agreed to provide Plaintiff with a complimentary \$30.00 carwash, at no charge.

9. This Emergency Complaint allege Claims for chemical poisoning sprayed directly onto Plaintiff's vehicle; being provided dirty and stained bath towels; constant unwanted cell photos taken of the Plaintiff in the Women Locker Room; a nude photo of Plaintiff while showering in the

Shower Room for Women; and a male custodian walking and/or cleaning in the Shower area; whereby, the custodian saw Plaintiff in just a towel; and one day later the same custodian acting as a Front Desk Representative for the sole purpose of getting Plaintiff's personal information.

COUNT #1: ELEMENTS FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AND FACTS TO SUPPORT INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS:

ELEMENTS FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS:

- Extreme or outrageous conduct that
- Intentionally or recklessly causes
- Severe emotional distress (and possible also bodily harm)

FACTS TO SUPPORT INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS:

Extreme and Outrageous Conduct:

10. Plaintiff realleges paragraphs 1 through 9 as though fully set forth herein.

11. The Defendant, Fitness International LLC, extreme and outrageous conduct began when Plaintiff returned to Plaintiff's vehicle to find a chemical poisoning sprayed all over Plaintiff's vehicle and caused Plaintiff an immediate extreme and debilitating migraine headache.

12. The Defendant, Fitness International LLC, extreme and

outrageous conduct forced the Plaintiff to return to Arlington, VA located whereby daily cleaning of the Women showers and Women Locker room is not performed.

13. The Defendant, Fitness International LLC, extreme and outrageous conduct at the LA/Fitness gym located at Arlington, VA focused Plaintiff back to the LA/Fitness gym located in Herndon, VA when Plaintiff was provided two dirty bath towels that were heavily stained and with lint from the dryer on the bath towels. Plaintiff personal information which included Plaintiff's full name, telephone number, and email address was allowed to be provided to the custodian for the LA/Fitness gym located at Arlington, VA, while the individual trained to check in its customers stood nearby behind the counter. The same custodian came into the Women Locker Room Shower area while Plaintiff ONLY had a towel wrapped around Plaintiff.

14. The Defendant, Fitness International LLC, extreme and outrageous conduct includes not properly trained employees who spend time socializing at the Front Desk instead of readying bath towels for its customers.

Intent/Recklessness:

15. Plaintiff realleges paragraphs 1 through 9 as though fully

set forth herein.

16. In addition to acting in an extreme an outrageous manner, Defendant, Fitness International LLC, acted with intent or recklessness because the alleged employee referenced to in a previous lawsuit against Fitness International LLC, was allegedly the employee seen by the Plaintiff's parked vehicle in the parking spaces near LA/Fitness, Herndon, VA.

17. Defendant, Fitness International LLC, acted with intent or Recklessness because since Plaintiff return from the LA/Fitness gym located at Arlington, VA Plaintiff's vehicle have not been sprayed with chemical poisoning. After Plaintiff sent the following letter to the Court a Police Officer from Herndon, VA was parked in the LA/Fitness gym located in Herndon, VA parking lot, which was consoling to the Plaintiff and may have set up an immediate deterrent from such criminal action of the chemical poisoning being sprayed onto Plaintiff's vehicle.

18. Severe Emotional Distress:

19. Plaintiff realleges paragraphs 1 through 9 as though fully set forth herein.

20. In the Plaintiff's claim for Intentional Infliction, the Plaintiff's

Emotional Distress in response to extreme and outrageous behavior reached a "severe" level. Plaintiff can prove an injury that the Emotional Distress she experienced reached a sufficient level of severity, which justifies an award for Intentional Infliction against the Defendant, Fitness International LLC, because Plaintiff became severely ill from inhaling the unknown chemical poisoning from inside Plaintiff's vehicle and the possible contact onto Plaintiff's skin and Plaintiff's vehicle is damaged to the point that ONLY a complete paint job would be required to remove the stains from the paint completely and the windshield may need complete replacement according to the Manager at the Embassy Autowash.

21. The Plaintiff can prove an injury that the Emotional Distress Plaintiff experienced reached a sufficient level of severity, which justifies an award for Intentional Infliction against Defendant, Fitness International LLC. The wanton and willful conduct was caused by the following: Plaintiff is in an EMERGENCY because the unknown chemicals sprayed onto Plaintiff's vehicle cling to Plaintiff's hair, skin, and cloths and has caused serious problems for the Plaintiff in an attempt to rid the chemicals for it to be repeated three-times by the criminal(s).

22. Plaintiff did not realize the gravity of the physical injuries and

the emotional distress until Plaintiff realized Plaintiff is highly allergic to the chemicals and the cause of a nightmare EMERGENCY.

23. The intensity and duration of the emotional distress also contribute to Plaintiff's severity, in that, Plaintiff become bed-ridden with no bed to recover in in this case from living directly outdoors and/or out of commission when Plaintiff suffered severe Migraine Headaches, vomiting and rector bleeding from getting rid of the Migraines caused from the inhalation of chemicals.

24. Defendant, Fitness International LLC, alleged "wrongdoer had specific purpose of inflicting emotional distress or where he intended his specific purpose of inflicting emotional distress would likely result," because of the following reasons: Plaintiff knows no one at the LA/Fitness gyms and have not done anything to anyone to cause the CRIME and all of the WRONGS alleged in number 9 to be committed against the Plaintiff.

25. Defendant, Fitness International LLC, alleged "liability has been found where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized society," because of the following reasons: Who build a business and not maintain the business for safety and Health of its members and employees

because Plaintiff ALLEGED and/or reported similar claims to the Front Desk of the following: being provided old and smelly bath towels; constant unwanted cell photos taken of the Plaintiff in the Women Locker Room; and a male custodian walking and/or cleaning in the Shower area of the Women Locker Room and Shower that once prevented Plaintiff's use of the Shower at the Arlington LA/Fitness gym.

CLAIM #1: ELEMENTS FOR PUNITIVE DAMAGES AND FACTS TO SUPPORT PUNITIVE DAMAGES:

ELEMENTS FOR PUNITIVE DAMAGES:

26. Plaintiff realleges paragraphs 1 through 9 as though fully set forth herein.

27. Punitive Damages may only be awarded where there is misconduct or actual malice, or such recklessness or negligence as to evince a conscious disregard of the rights of others. *Giant of Virginia v. Pigg*, 207 Va. 679, 685-86 (1967)."

28. All of the elements for Punitive Damages were met by the facts in Plaintiff's Emergency Complaint that Claims Chemical poisoning being sprayed on Plaintiff's vehicle and the three managers who witnessed the unknown chemical poisoning directly after the chemical poisoning was sprayed on Plaintiff's vehicle in the LA/Fitness gym parking spaces, located in Herndon, VA.

29. Defendant, Fitness International LLC, misconduct, or actual malice, or such recklessness or negligence evinced a conscious disregard of the rights of Plaintiff while using the Women Shower at the LA/Fitness gyms located in Herndon, VA and Arlington, VA.

30. Defendant, Fitness International LLC, misconduct, or actual malice, or such recklessness or negligence evinced a conscious disregard because of its failure to post signs into the Women Locker Room regarding women taking cell-telephone photos of the Plaintiff in general and definitely not nude photos of another customer using the LA/Fitness gym. No notification to the Plaintiff was provided that a male custodian would be cleaning the Women Locker Room and/or Shower area.

SUMMARY:

31. Plaintiff was subjected to actual malice, or such recklessness or negligence as to evince a conscious disregard of the rights of Plaintiff with intentional harmful and unlawful and/or criminal actions. The Defendant, Fitness International LLC, allegedly caused Plaintiff an Emergency when chemical poisoning was sprayed onto Plaintiff's vehicle; not to mention the extensive and expensive damages caused to Plaintiff's vehicle.

32. WHEREFORE, this Plaintiff claims SIX-HUNDRED-

MILLION DOLLARS (600-MILLION DOLLARS), and whatever else this Honorable Court deems appropriate.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Dora L. Adkins". The signature is written in a cursive, flowing style with a large initial 'D'.

Dora L. Adkins, *pro se*

ADDENDUM

COMPENSATORY DAMAGES:

1. "In accord with the foregoings, Plaintiff claim damages against Defendant, Fitness International LLC, as follows:"

A. Compensatory Damages: TOTAL = \$782.00

(i) Cost for Medicine for Migraine Headaches \$7.00. (NOT INCLUDED)

Note: The Plaintiff reserves the right to amend the compensatory (which was not added in) and the amounts for Intentional Infliction of Emotional Distress; Gross Negligence; and for Punitive Damages as a *Prima Facie* Case.

B. DAMAGES: Count #1: Intentional Infliction of Emotional Distress – THREE-HUNDRED MILLION DOLLARS; and a Claim for Punitive Damages – THREE-HUNDRED MILLION DOLLARS, a total of SIX-HUNDRED MILLION DOLLARS).

Damages - means the amount of compensation the Plaintiff is seeking in Count #1: Intentional Infliction of Emotional Distress; and a Claim for Punitive Damages as a *Prima Facie* Case.


JURY DEMANDED

2. Trial by jury is demanded.

WHEREFORE, Plaintiff demands judgment against the Defendant, Fitness International LLC, in the TOTAL amount of SIX-HUNDRED MILLION DOLLARS: Count #1: Intentional Infliction of Emotional Distress – THREE-HUNDRED MILLION DOLLARS; and

a Claim for Punitive Damages – THREE-HUNDRED MILLION DOLLARS, a total of SIX-HUNDRED MILLION DOLLARS (600-MILLION DOLLARS); as a *Prima Facie* Case and/or whatever else the Court deem appropriate.

Respectfully Yours,


Dora L. Adkins, *pro se*

Dora L. Adkins
P.O. Box 3825
Merrifield, Virginia 22116
DoraAdkins7@aol.com
No Telephone

Note: There is no way to contact the Plaintiff; except, by U.S. Mail to the above address because there is no working telephone number(s) to provide.

CERTIFICATE OF SERVICE:

I certify that on October 5, 2022, I filed a "Motion for Leave from the Court to File an Emergency Complaint," and a Copy of the Emergency Complaint," for the Court's review along with the listed Exhibits against the Defendant, Fitness International LLC.

REGISTERED OFFICE ADDRESS:
FOR: FITNESS INTERNATIONAL, LLC

Registered Office Address:
C T CORPORATION SYSTEM
4701 Cox Rd Ste 285
Glen Allen, VA, 23060 - 6808, USA

PRINCIPAL OFFICE ADDRESS:
3161 MICHELSON DR., STE. 600
IRVINE, CA, 92612 - 0000, USA

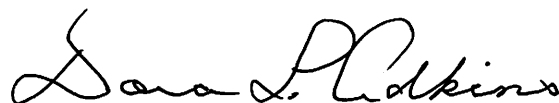
PHYSICAL ADDRESS:
LA/Fitness - Herndon, VA
Located in: Herndon Centre
Address: 494 Elden St, Herndon, VA 20170
Phone: (571) 500-5730

LA/Fitness - Arlington, VA
Located in: National Gateway
Address: 3550 S Clark St, Arlington, VA 22202
Phone: (703) 229-1504

LA/Fitness - Springfield, VA
Located in: Springfield Town Center
Address: 6565 SPRINGFIELD MALL, Springfield, VA 22150
Phone: (703) 682-2861

LA/Fitness - Alexandria, VA
Located in: Plaza at Landmark
Address: 6200 Little River Turnpike, Alexandria, VA 22312
Phone: (703) 637-2204

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Dora L. Adkins". The signature is fluid and cursive, with the first name "Dora" being more prominent and the last name "Adkins" following in a similar style.

Dora L. Adkins, *pro se*

EXHIBITS:

EXHIBIT #1: See, Copy of Business Entity Details for Fitness International LLC, Proof of Diversity

EXHIBIT #2: See, Copy of Plaintiff's Contract with Defendant, Fitness International LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

DORA L. ADKINS,
Plaintiff, (*pro se*)

v. Civil Action No.: 1:22 CV 1130

FITNESS INTERNATIONAL, LLC
Defendant.



CERTIFICATION

I declare under penalty of perjury that:

No attorney has prepared or assisted in the preparation of this document.

Dora L. Adkins

Name of Pro Se Party (Print or Type)

Executed on October 5, 2022 (Date)

OR

Dora L. Adkins

(Name of Attorney)

No Telephone Number

(Telephone Number of Attorney)

Prepared or assisted in preparation of this document.

Dora L. Adkins

Name of Pro Se Party (Print or Type)



Signature of Pro Se Party (Print or Type)

Executed on October 5, 2022 (Date)

Entity Information

Entity Information

Entity Name: Fitness International, LLC

Entity ID: T0252496

Entity Type: Limited Liability Company

Entity Status: **Active**

Series LLC: No

Reason for Status: Active

Formation Date: N/A

Status Date: 08/21/2017

VA Qualification Date: 07/29/2004

Period of Duration: Perpetual

Industry Code: 0 - General

Annual Report Due Date: N/A

Jurisdiction: CA

Charter Fee: N/A

Registration Fee Due Date: Not Required

Registered Agent Information

RA Type: Entity

Locality: HENRICO COUNTY

RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO
TRANSACTION BUSINESS IN VIRGINIA

Name: C T CORPORATION SYSTEM

Registered Office Address: 4701 Cox Rd Ste 285, Glen Allen, VA, 23060 - 6808,
USA

Principal Office Address

Privacy Policy (<https://www.scc.virginia.gov/privacy.aspx>)

Contact Us

(https://www.scc.virginia.gov/ask/ask_contact.aspx)

https://www.scc.virginia.gov/civ/cir_contact.aspx
3161 MICHELSON DR., STE. 600, IRVINE, CA, 92612
- 0000, USA (<https://www.facebook.com/VirginiaStateCorporationCommission>)
(<https://twitter.com/VASateCorpComm>)

Filing History

RA History

Name History

Previous Registrations

Protected Series

Garnishment Designees

Image Request

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LA FITNESS.

NAME: Adkins, Dora

E-MAIL: doraadkins7@aol.com

ADDRESS: p.o. box 3825 merrifield, Merrifield, VA, 22116

CELL/OTHER PHONE: 703-751-8653

BUSINESS PHONE:

HOME PHONE:

IMMEDIATE FAMILY MEMBERS INCLUDED ON MEMBERSHIP MUST LIVE AT THE SAME ADDRESS AND USE THE SAME SOURCE OF PAYMENT AS MEMBER (MAX. 4)

#1 SAM/FAO: Annual Fee: \$ (+ % tax) starting		#2 SAM/FAO: Annual Fee: \$ (+ % tax) starting		#3 SAM/FAO: Annual Fee: \$ (+ % tax) starting	
PAYMENTS		AUTHORIZED INITIAL PAYMENTS (Merchant Acct. No: 000174133662992)		PROGRAM FEATURES	
		Date	Pay Type	Acct. No.	Auth. No. Amount (USD)
Initiation Fee	\$ 0.00	8/13/2021	Visa	2732	053568 \$ 99.98
First & Last Months' Dues	\$ 99.98				
Subtotal	\$ 99.98				
Sales Tax	\$ 0.00				
Total Initial Payment Due	\$ 99.98				
Initial Payment Collected	\$ 99.98				
Balance Due on Initial Payment	\$ 0.00				
		* Available only to FAO/SAM Member(s) specified in separate agreement.			
		<input type="checkbox"/> Limited Access (if checked, no entry/access after 4:00 pm, Mon-Thurs.) <input checked="" type="checkbox"/> GUEST PRIVILEGES: 1 /day \$ 0.00 <input type="checkbox"/> OPENFIT BY LAF \$ <input checked="" type="checkbox"/> RACQUETBALL \$ 0.00 <input checked="" type="checkbox"/> TOWEL/SERVICE \$ 0.00 <input type="checkbox"/> KID'S KLUB \$ <input type="checkbox"/> PARKING \$ <input type="checkbox"/> RECIPROCAL ACCESS \$			

Monthly Payment Amount \$ 49.99 (+ N/A % tax) INITIAL TERM OF AGREEMENT: 6 Months MEMBERSHIP TYPE: Signature
 Annual Fee \$ 49.00 (+ N/A % tax) starting 10-13-21 TERMINATION FEE: 49.00 MEMBER/BUYER INITIALS: [Signature]

Parties: This Membership Agreement (the "Agreement") is between Fitness International, LLC ("LAF" or "LA Fitness") and you, the undersigned Buyer (individually, if you are the Member, and/or as agent or guardian of the Member or responsible party, "Member" or "Buyer"). It is agreed that you are purchasing a Membership from LAF according to the terms on all pages of this Agreement. Buyer further agrees that this Agreement is for the Initial Term identified below and to the use of an electronic signature by Buyer to this Agreement. Notice to Buyer: You are entitled to a copy of this Agreement at the time you sign it.

INITIAL TERM ACKNOWLEDGEMENT: The initial term of this Agreement is for 6 Months ("Initial Term"), starting 08-13-2021 and ending 02-13-2022. It will AUTOMATICALLY CONTINUE in monthly increments after this Initial Term, with the same automated monthly billing amount (including any fees for features checked above, "Dues"), and Annual/Semi-Annual Fee, charged via EFT/CC to your Account, until you send written notice of cancellation, recommended via certified mail, to P.O. Box 54170 Irvine, CA 92619. See page 2 for details. MEMBER/BUYER INITIALS: [Signature]	ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate. 0%	FINANCE CHARGE: The dollar amount the credit will cost you. \$0.00	AMOUNT FINANCED / TOTAL OF PAYMENTS: The amount you will have paid, including tax (if any) (but excluding the Initial Payment) after you have made all scheduled payments for the Initial Term. \$ 248.96	THE TOTAL SALE PRICE: The total price, through the required Initial Term only, of your purchase on credit, including tax (if any) and your Initial Payment of \$ 99.98. Total Cost: \$ 348.94
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Late Charge— Payments received more than ten (10) days after the due date may be assessed the maximum late charge authorized by law. Prepayment— There is no prepayment charge applicable to this Agreement. See the Agreement for any additional information regarding non-payment, default, and penalties.

Minimum Payment Schedule: 4 EFT/CC Payments of \$ 49.99, 0.00% tax are due every month starting 09-13-21. An annual fee ("Annual Fee") will also be billed for you, and if indicated above for each attached FAO/SAM member, every 12 months starting on each of the dates set forth above, UNTIL YOU CANCEL. INITIALS: [Signature]

***EFT/CC Request:** To the extent permitted by law, you authorize us to initiate separate charges from the bank or credit card ("EFT/CC") account you identified or any replacement account ("Account") for the following: (1) the Balance Due on Initial Payment above, if not paid within 60 days of the date hereof; (2) your recurring monthly Dues (Monthly Payment Amount) both during the Initial Term and thereafter; (3) each Annual Fee identified above, if applicable; (4) a monthly or 1-time freeze fee if you request, and we permit, a freeze of your Membership privileges; (5) a return fee up to \$10 for any EFT/CC or other charge returned unpaid; (6) if you default as set forth on page 2, a fee equal to the lesser of (a) 50% of any remaining unpaid balance due over the Initial Term or (b) the TERMINATION FEE above; and (7) any other fee for personal training services or other goods/services we provide you from time to time if you instruct us to bill the charge to your Account on file, as authorized by you at that time. Authorized EFT/CC payments may be separately initiated or, to the extent permitted by law, combined with other authorized EFT/CC payments. You have the right to receive notice if a preauthorized charge varies from the previous amount. If tax rates change to alter such a charge, including due to a transfer of your membership, you consent to receive notice only if the charge varies by more than 10%. You may cancel your EFT/CC authorization by giving us written notice of termination. It will take effect after we have had a sufficient time to allow us and your financial institution, using commercially reasonable efforts, to act on the notice. You agree to give us notice if your billing or Account information changes and you authorize us to seek and obtain information about changes in Account numbers and status from third parties, such as your bank or our credit card processor. If you decide to change your billing information, a 30-day notice may be required. Charges may change if features, or FAO or SAM Members, are added or dropped, as you authorize at such time, with a receipt or other writing serving as verification of such authorization.

NOTICE: ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

BUYER'S RIGHT TO CANCEL: If you wish to cancel this contract, you may cancel by making or delivering written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed (recommended certified or registered, return receipt requested) before midnight of the third business day after you sign this contract (business days exclude Sundays and legal holidays). The notice must be delivered to the club of enrollment or mailed to LA Fitness P.O. Box 54170, Irvine, CA 92619-4170. If canceled within 3 business days, you will be entitled to a refund of all moneys paid. You may also cancel this contract if this club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the facility designated in this contract. You may also cancel if you become physically unable to use a substantial portion of the health club services for 30 or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of the health club services by a doctor's, physician assistant's, or nurse practitioner's certificate, and the health club may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician assistant, or nurse practitioner agreeable to you and the health club. If you cancel after the 3 business days, the health club may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received. Any refund due to you shall be paid within 30 days of the effective date of cancellation.

Buyer hereby consents to the use of an electronic signature to record Buyer's commitment to the terms of this Agreement. Club of enrollment address: 494 ELDEN STREET, HERNDON, VA, 20170

Adkins, Dora
03:30:12 PM 08-13-2021 (04:00 GMT)

[Signature] 8/13/2021

8/13/2021

LAF EMPLOYEE ID NUMBER

2007029

MEMBER/BUYER SIGNATURE

SIGNED

AGREEMENT DATE (START DATE)

NOTICE: This Agreement is authorizing a RECURRING TRANSACTION. Also, when you provide a check as payment under this Agreement, you authorize LA Fitness either to use information from your check to make a one-time electronic fund transfer from that checking account or to process the payment as a check transaction. When LA Fitness uses information from your check to make an electronic fund transfer, funds may be withdrawn from the account on which the check is drawn as soon as the same day LA Fitness receives your payment and you will not receive your check back from your financial institution.

Other Terms and Conditions.

- You (individually, if you are the Member, and as agent and/or guardian of Member) agree that Member, and Member's family members, and any guests and invitees shall be bound by this Agreement and the LAF Membership Policies and Club Rules and Regulations provided herewith for the usage of LAF club facilities. You agree that the Membership Policies and Club Rules and Regulations may be revised, supplemented or amended in the sole and absolute discretion of LAF and any such changes shall become immediately effective upon posting in the LAF club facilities. Unless otherwise provided herein, the initiation fee is non-refundable. The initiation fee is not a prepaid sum for services; it merely entitles you to buy services by paying Dues and other applicable charges. Dues will be in the amount indicated above. You agree to pay Dues in advance, for the first and last months (or first and last two weeks, or first and last weeks, as applicable) of Membership. Termination of Membership will be effective only if the procedures described herein are followed. In case of a multi-member Membership, termination by one Member may cause the Dues rates applicable to the remaining Members to increase to the prevailing individual rates. Failure by any Member to use the Membership will not relieve you of your payment obligation regardless of the circumstances, except as provided for below. If any payment of Dues or other charges is not made on time, LAF may, but is not obligated to, suspend or terminate your Membership. No refunds shall be made for Membership Dues paid, except as specifically provided in this Agreement. Where a refund is due to Member, any initiation fee charged by LAF shall be prorated over the life (term) of the Agreement or twelve months, whichever is greater. In no event shall this Agreement require payments or financing or extend for a period that would give rise to a retail installment contract or be greater than that permitted under the laws of the Commonwealth of Virginia. LAF makes no warranties or representations, express or implied, other than those set forth herein, and your sole and exclusive remedy in the event of any breach of this Agreement shall be cancellation of this Agreement. IN NO EVENT SHALL LAF BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. In addition to the other Dues, fees and charges provided for in this Agreement, you agree to pay a \$10.00 service fee for any item or direct charge memo not paid by your financial institution or account when presented for payment by LAF. LAF, in its sole and absolute discretion, reserves the right to close any club facility and/or change existing facility rules, regulations, conditions, guidelines, club facilities, classes, programs and hours of operation. Classes, club facilities, parking and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates. Other clubs may be built, acquired, reopened or converted after the date of your Agreement which may be excluded from your Membership at our sole discretion. LAF may assign this Agreement, including Member's payment obligation herein. An active Membership in good standing may be placed on an inactive status (frozen) pursuant to LAF's current policy.
- Your Membership starts on the START DATE on page 1, which is when your first payment is due. If you or an attached FAO/SAM member wish to access an LAF club before then, you must make your first payment at that time, and if this is a Dues Membership, your first Dues billing will occur roughly 30 days after the date of that first payment.
- Subject to applicable law and the other cancellation rights in this Agreement, if your club closes (1) due to events beyond LAF's control (such as natural disaster, riot, pandemic, unrest, government action, etc., as determined in LAF's sole but reasonable discretion, an "Unforeseen Event"), LAF may transfer your Agreement to another LAF club within 10 miles of your current club; (2) due to an Unforeseen Event and there is no other LAF club within 10 miles of your club that you are entitled to use, LAF may continue to collect all payments due hereunder during such period, and you will not be entitled to a refund or a credit or to terminate your Agreement, and any periods of time that you paid for, but during which you could not access your club, will be added to the end of your term (or, if this Agreement has an Initial Term that you are still within, the Initial Term will be extended by such period); however, if such closure continues for more than 30 days, LAF will then suspend all billing hereunder and resume collecting all payments due (at the same rate, and on the same schedule, as before the suspension, unless LAF notifies you otherwise) when your club (or a club within 10 mile of your club) opens; or (3) for reasons other than an Unforeseen Event for more than 72 hours and you have paid dues for such period of closure, then, upon request, LAF will extend the end of your Agreement time for a period equal to the time of such unavailability (alternatively, LAF may transfer your Agreement to another LAF club within 10 miles of the closed club).

Text Message Consent:

By providing your mobile phone number on page 1, you authorize LA Fitness and its affiliates to send you text messages, including by automated means, at any phone number above for non-marketing purposes related to service updates, your account, and membership (e.g., if your EFT/CC billing has declined).

INITIALS: By initialing here, you authorize LA Fitness and its affiliates and business partners to send you text messages, including by automated means, at any phone number above for advertising and marketing purposes, including to receive a link to LA Fitness's mobile app allowing you to check-in to clubs and access services purchased, links to guest passes for friends and family, and information about promotions and special events offered by us and our business partners.

Text "STOP" at any time to stop receiving text messages. Consent to text messaging is not a required condition of purchase. Message and data rates may apply.